

Translation only. In terms of legal interpretation the Swedish wording shall apply.

Association Agreement

2021:1 Glass recycling fees

The following Association Agreement has been entered into between Svensk GlasÅtervinning AB, company registration no. 556049-1481, ("SGÅ"), and the associated company (the "Company").

1. Background, binding nature of the agreement, etc.

1.1 On its own behalf and through contracted cooperation partners and contractors, SGÅ conducts operations regarding the collection, recycling and sale of glass packaging pursuant to Chapter 15 of the Swedish Environmental Code (SFS 1988:808) and the Producer Responsibility for Packaging Ordinance applicable from time to time, presently 2018:1462 (the "Producer Responsibility Ordinance").

1.2 Association agreements for payment of recycling fees may be entered into by Companies who manufacture or import unfilled or filled glass packaging.

1.3 The Association Agreement has been entered into between SGÅ and the Company through the Company registering interest to do so via SGÅ's webpage and at such time approving these general term and conditions of association.

2. SGÅ's undertakings

2.1 In accordance with the provisions of the Producer Responsibility Ordinance, SGÅ undertakes to:

- (i) ensure that there are appropriate collection systems for the Company's glass packaging;
- (ii) provide information regarding these systems;
- (iii) remove and process the glass packaging collected in the systems in an environmentally acceptable manner;
- (iv) report and provide statistics to the Swedish Environment Protection Agency (the "Swedish EPA") regarding subsections i - iii above; and
- (v) to consult with relevant municipalities regarding the collection system.

2.2 The undertakings set forth in the foregoing section do not constitute any responsibility for handling of glass packaging which, pursuant to law or decisions by public authorities, are exempt from the producers' responsibility.

2.3 SGÅ continually endeavours using its best efforts to optimise the systems but does not provide any guarantees with respect to the amount of collected packaging or recycling goals, nor for service levels with respect to various system solutions above and beyond that which is required pursuant to the Producer Responsibility Ordinance.

Details on reporting to the Swedish EPA (section 2.1(iv) above)

2.4 SGÅ undertakes to, on behalf of the Company and unless otherwise agreed, register it with the Swedish EPA, and continuously report information to the Swedish EPA regarding, among other things, the amounts of packaging that the Company has put on the Swedish market, in accordance with 72 and 73 §§ of the Producer Responsibility Ordinance and the detailed regulations of the Swedish EPA.

2.5 SGÅ's undertaking in the previous section only includes reporting information to the Swedish EPA that the Company has provided SGÅ with in the agreed manner. Consequently, SGÅ assumes no responsibility for the correctness or the completeness of the provided information.

3. The Company's obligations

Association

3.1 The Company joins through applying for registration in the system for class recycling fees. After the application for registration has been approved, SGÅ shall provide the Company with a customer number and registration confirmation.

3.2 The Company authorises SGÅ to represent the Company in relation to public authorities, courts and with respect to third parties regarding all issues which concern performance of the undertakings which are set forth above, as well as the rights which follow from the producer responsibility legislation.

Fees

3.3 Packaging subject to payment of fees comprise all glass packaging which are imported onto the Swedish market by producers, either manufactured in, or imported into, Sweden regardless of whether the packaging is filled or unfilled.

3.4 The glass recycling fee is unit based, i.e. fees are payable per number of sold packages or number of packages introduced into Sweden. Glass recycling fees, etc. shall be paid in accordance with the pricelist applicable from time to time, which is stated and updated at www.glasatervinning.se (the "Price Appendix").

3.5 Fees for glass packaging included in return systems shall be paid where the packaging has been manufactured in or imported into Sweden.

Declarations

3.6 Unless otherwise separately agreed, the Company shall declare monthly the amount of glass packaging sold or imported into Sweden via SGÅ's homepage, to allow for SGÅ to fulfil its duty to report to the Swedish EPA in accordance with section 2.1(iv) and 2.4-2.5 above. The Company guarantees that the provided information is complete, correct and fair.

3.7 The Company shall declare any glass packaging not later than when the packaging is sold for the first time on the Swedish market or, with respect to imported packaging, at the time of importation, subject to the exceptions set forth below.

3.8 The Company shall not declare glass packaging for which the Company can prove that fees pursuant to Appendix 1 have been paid earlier in the supply chain.

3.9 The Company shall not declare glass packaging which, in accordance with law or decisions by public authorities is exempt from producer responsibility.

3.10 Associated companies which do not have any recycling fees to declare for a declaration period, shall submit a SEK 0 declaration.

3.11 a declaration for each declaration. Shall be made by login at www.glasatervinning.se.

3.12 Declaration shall be made not later than the 25th of each month after the expiry of the declaration period.

3.13 Where a declaration has not been submitted in time, SGÅ shall send out a reminder on the 10th day. If, despite the reminder, the Company fails to complete a declaration in accordance with the above, SGÅ shall be entitled to deregister the Company and, thereby, terminate the agreement with immediate effect.

Verification

3.14 SGÅ shall be entitled to request that an impartial approved auditor verify the documentation for submitted declarations. The verification shall take place at SGÅ's expense unless the declaration proves to have been inaccurate. In such case, in addition to an adjustment of the declaration and rectification which must take place as a result of the inaccuracy, SGÅ shall be entitled to compensation from the Company for the costs of the auditor's work.

4. Charging the glass recycling fees

Recycling fees

4.1 The Company shall pay the glass recycling fees in accordance with the provisions set forth in section 4 below and in the Price Appendix.

4.2 Statutory value-added tax shall be added to all fees.

4.3 Recycling fees shall be payable for each package which the Company imports onto the Swedish market in accordance with sections 3.6 - 3.10 above.

4.4 The amount of the recycling fee shall be determined taking into account the filled volume of the glass packaging in accordance with the Price Appendix.

Invoicing and payment

4.5 After SGÅ has verified and approved the declaration, the Company shall be invoiced for the declared recycling fee.

4.6 Payment shall be made in arrears against invoice, with the payment date being 20 days' net from the date on which the declaration was approved by SGÅ.

4.7 In the event of late payment, SGÅ shall be entitled to charge interest on arrears in accordance with the applicable interest act.

Restitution of recycling fees

4.8 Restitution of recycling fees for exported glass packaging subject to a fee for which the glass recycling fee has been paid, shall be refunded by SGÅ following application from the Company.

5. Confidentiality

5.1 SGÅ undertakes to treat all information provided by the Company as strictly confidential.

5.2 In addition, SGÅ undertakes not to use such information in any manner other than for the performance of this agreement.

5.3 However, SGÅ may disclose information regarding whether a company is associated with SGÅ. In addition, where appropriate, SGÅ may disclose information regarding the fact that the Company exercises producer responsibility in a manner other than through SGÅ. In the event the Company fails to comply with its obligations in accordance with this agreement and is consequently deregistered, however, the basis for the registration shall not be subject to confidentiality in accordance with this provision. This provision shall apply during the term the agreement as well as after expiry of the agreement.

5.4 Where applicable, SGÅ undertakes to process personal data in accordance with applicable legislation and pursuant to SGÅ's policy regarding the processing of personal data applicable from time to time.

6. Liability

6.1 SGÅ's liability under this Association Agreement shall be limited to direct damage and shall in no event include indirect damage such as loss of production, loss of goodwill, lost profit or other similar consequential damages or indirect damage.

7. Term of the agreement

7.1 The agreement shall enter in force on the date that the Company is registered with SGÅ.

7.2 SGÅ shall be entitled to deregister the Company and thus terminate the agreement with immediate effect where the Company fails to fulfil its obligations in accordance with this agreement.

7.3 The agreement may be terminated by either party subject to six months' notice of termination period. The notice of termination must take place in writing.

8. Disputes

8.1 Disputes related to the execution, interpretation, application or validity of this agreement shall be determined by arbitrators in accordance with the applicable arbitration act, in respect of which the chairperson shall possess qualifications as a judge. In connection with the proceedings, which shall take place in Stockholm, the Swedish Code of Judicial Procedure shall apply with regard to voting and litigation costs. The parties to this agreement acknowledge that several parties may simultaneously be involved in an arbitration against each other.

8.2 Notwithstanding the foregoing section, SGÅ shall be entitled to bring a claim in a court of general jurisdiction for payment of due and payable packaging fees or other payments. Bringing legal action for collection of such claims shall not entail a waiver of arbitration with respect to issues regarding disputed claims against SGÅ which, thus, may not be brought through counterclaim or by way of setoff other than in arbitration.